FEDERAL COURTS — RELATION OF STATE AND FEDERAL COURTS — STATE PRACTICE OR A FEDERAL RIGHT. — An interstate passenger sued in a state court for baggage lost. The railroad, over objection, introduced a copy of the schedules of limited liability filed with the Interstate Commerce Commission. The copy was not properly authenticated. The court allowed full recovery, erroneously ruling that the schedules did not limit the liability of the railroad. The state appellate court held there was no prejudice in the ruling since the schedules were not properly in evidence, and could not be considered on the appeal. On review to the United States Supreme Court the railroad seeks a new trial claiming violation of a federal right. *Held*, that there must be a new trial. *New York, etc. R. Co.* v. *Beaham*, 242 U. S. 148.

On writs of error from the Supreme Court to a state court the scope of its review is confined to so-called federal questions. See *Martin* v. *Hunter's Lessee*, 1 Wheat. (U. S.) 304. So the decision of a state court upon a question of state practice without more cannot be reviewed by the Supreme Court. *Ludeling* v. *Chaffee*, 143 U. S. 301. Thus the denial of a second opportunity to submit evidence was held to involve no federal question but merely a question as to state practice. *Thorington* v. *Montgomery*, 147 U. S. 490. It might well be that a federal question would be raised where a rule of state practice was so arbitrary as practically to deny an opportunity for asserting a substantive federal right. But such is not true of the practice in the principal case. The rule there, of considering on review only the competent evidence in the record, seems a common mode of procedure. See *Lee* v. *Missouri Pacific Ry. Co.*, 67 Kan. 402, 73 Pac. 110; *Nance* v. *Oklahoma Fire Ins. Co.*, 31 Okla. 208, 120 Pac. 948; *Huntington National Bank* v. *Loar*, 51 W. Va. 540, 41 S. E. 901. Nor does the fact that the railroad has not a second chance to prove its right seem to make the procedure unreasonable or arbitrary.

HOMESTEAD — RIGHT OF JUDGMENT CREDITOR AGAINST WIFE WHO BUYS IN AT FORECLOSURE SALE — EQUITABLE RELIEF AGAINST MERGER — RIGHTS OF MINOR CHILDREN. — A husband and wife joined in the execution of a note, and a deed of trust upon the homestead to secure it. They jointly executed another note, unsecured, to the plaintiff who secured a judgment thereon, after the husband's death. Later the deed of trust was foreclosed, and the widow bought in the land at the sale. Then the plaintiff had an execution issue against the land, but the sheriff set the land off as the homestead of the widow and her minor children. This was an appeal from the overruling of a motion to quash the sheriff's return. *Held*, that the judgment be affirmed. *McMichaels* v. *Reece*, 190 S. W. 51 (Mo. App.).

Homestead rights are purely statutory. *Adams* v. *Adams*, 183 Mo. 396, 82 S. W. 66; *Sayers* v. *Childers*, 112 Iowa, 677, 84 N. W. 938. The Missouri statutes provide for the ordinary homestead exemption in the head of the family, surviving in his wife and minor children. This is subject to general debts incurred before the acquisition of the homestead, but not to those incurred thereafter. See REV. STAT. MISSOURI 1909, ch. 56. In the principal case, upon the death of the husband, the widow took a vested estate for life during widowhood, and the minor children each a vested term for years during infancy. *Brewington* v. *Brewington*, 211 Mo. 48, 109 S. W. 723. See *Gore* v. *Riley*, 161 Mo. 238, 61 S. W. 837; *Linville* v. *Hartley*, 130 Mo. 252, 32 S. W. 652. These estates were subject, however, to the deed of trust executed by the husband and wife jointly. *Newton* v. *Newton*, 162 Mo. 173, 61 S. W. 881; *Gladney* v. *Sydnor*, 172 Mo. 318, 72 S. W. 554. But they are not subject to the unsecured indebtedness to the plaintiff, incurred after the homestead was acquired. See REV. STAT. MISSOURI 1909, § 6708; *Acreback* v. *Myer*, 165 Mo. 685, 65 S. W. 1015; *Osborne & Co.* v. *Evans*, 185 Mo. 509, 84 S. W. 867. Nor did the rendition of a judgment create a lien upon the homestead property. *Burton* v. *Look*, 162 Mo.

502, 63 S. W. 112; *Macke* v. *Byrd*, 131 Mo. 682, 33 S. W. 448; *Green* v. *Marks*, 25 Ill. 221. But see *Blythe* v. *Gash*, 114 N. C. 659, 19 S. E. 640; *Moore* v. *Smead*, 89 Wis. 558, 62 N. W. 426. However, at law, by the purchase of the land at the foreclosure sale, the widow secured the legal fee, and her own life estate in the homestead right merged therein and was lost. And the children's estates, being subject to the deed of trust, were destroyed by the sale. Consequently, although the widow might claim as the head of a family a new homestead exemption for herself and children against all future creditors, the newly-acquired estate in fee must be subject to an execution in favor of the plaintiff, an antecedent judgment creditor. In substance, however, the purchase by the widow is a redemption of the homestead for herself and her children. For practical reasons it may have been more advantageous, or even necessary, for her to buy in the property at the sale rather than to pay off the indebtedness. But the same substantive result is effected, and the same legal consequences should follow, whichever form of redemption is used. So equity, looking at the substance of the transaction, will prevent the merger of her homestead rights in the fee simple. See *Smith* v. *Roberts*, 91 N. Y. 470; *Swinfen* v. *Swinfen*, 29 Beav. 199. See 2 POMEROY, EQ. JURIS., §§ 790–793. Upon this principle, the homestead right acquired through her husband may still be asserted by the widow against the plaintiff. And the children's estates, though destroyed at law by the mother's purchase, should be given effect in equity in like manner as if the mother had redeemed by paying off the indebtedness. Such was the substance of the transaction. See *Ailey* v. *Burnett*, 134 Mo. 313, 33 S. W. 1122; *Drake* v. *Kinsell*, 38 Mich. 232, 237; *McCreary* v. *McCorkle*, 54 S. W. 53 (Tenn. Ch.). Nor can the mother be heard as against her children to deny that her purchase was a redemption for their benefit. She owes them a fiduciary duty of care and protection and she can in no way prejudice their rights in their father's homestead. See *Phillips* v. *Pressor*, 172 Mo. 24, 72 S. W. 501; *Gorman* v. *Hale*, 109 Mo. App. 176, 82 S. W. 1110. Hence their interest survives and is not subject to this execution. Although the case is one at law, in code states where law and equity are administered by the same courts, there can be no objection to cutting cross-lots to secure a result on a law suit which would formerly have called for a separate proceeding in equity. Nor can the interest in fee in the homestead be sold on execution, subject to the homestead rights of the widow and children. *Armor* v. *Lewis*, 252 Mo. 568, 583, 161 S. W. 251; *Moore* v. *Wilkerson*, 169 Mo. 334, 337, 68 S. W. 1035.

INSURANCE — MURDER BY BENEFICIARY — RIGHT TO PROCEEDS. — The beneficiary of a life insurance policy murdered the insured. The victim's son and the beneficiary are the sole statutory heirs. The son brings an action on the policy. *Held*, that he recover. *Sharpless* v. *Grand Lodge A. O. U. W.*, 159 N. W. 1086 (Minn.).

For a discussion of the principles involved in this case, see NOTES, p. 622.

INTERNATIONAL LAW — ADMIRALTY — ENEMY PROPERTY. — Goods were seized *en route* from Copenhagen to the United States on a Danish vessel. They were manufactured to order in Germany and the neutral claimant contended that title passed to him when they left the factory. The Crown claimed them as enemy property under the Order in Council of March 11, 1915. *Held*, that the goods were enemy property. *The United States*, [1917] p. 30.

The order in question provides for the seizure of enemy property on the seas. What constitutes enemy property the court declared is decided according to the international law of prize. In support of its decision it applied the doctrine of transfer of title *in transitu*. This doctrine holds that goods which have been shipped as the property of the enemy seller cannot on the voyage be transferred to the neutral buyer so as to avoid capture, but there must be an actual delivery of possession. See *The Baltica*, 11 Moo. P. C. 141, 145. See PRATT, STORY ON